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ARTICLE 10: EXPENSES AND ASSESSMENTS.

The expenses of the Service Company shall be met by assessing each Line for its share of such expenses on a quarterly basis. Unless otherwise unanimously agreed by the Lines, each Each Line's share of the expenses shall be equal to its market share (as determined by JOC PIERS data for the most recent calendar quarter available) of the trades covered by the constituent agreements. The assessment shall be payable upon joining the Agreement and on the first day of each calendar quarter thereafter. Failure to pay an assessment within sixty (60) days of its due date shall constitute resignation from this Agreement and forfeiture of any refundable portion of the membership fee. The Parties may agree to assess an amount greater than the actual and/or estimated expenses of the Service Company in order to build up a contingency fund. A Line which resigns from a constituent agreement during a calendar quarter shall not be entitled to a refund of all or any portion of its share of expenses paid hereunder with respect to the calendar quarter during which it resigns.

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<u>APPENDIX A – CONSTITUENT AGREEMENTS AND THEIR MEMBER LINES</u>

1. Caribbean Shipowners Association, FMC No. 010979

Bernuth Lines, Ltd.

CMA CGM SA

Crowley Liner Services, Inc./Crowley Caribbean Services, LLC Seaboard Marine, Ltd.

Seafreight Line, Ltd.

Zim Integrated Shipping Services, Ltd.

2. Florida-Bahamas Shipowners and Operators Association Agreement, FMC No. 010982

Bernuth Lines, Ltd.

Crowley Liner Services, Inc./Crowley Caribbean Services, LLC Seaboard Marine, Ltd.

(resignation effective January 31, 2012)